

Chicago and NorthWestern
Transportation Company



April 27, 1994

RECORDATION NO. 18740-C FILED 1425

APR 28 1994 - 10 50 AM

File: A-13835-A
EOC: O-104

INTERSTATE COMMERCE COMMISSION

One NorthWestern Center
Chicago, Illinois 60606

Office of the Secretary
312.559.6156

RECEIVED
OFFICE OF THE
SECRETARY
APR 28 10 43 AM '94

RECORDATION NO. 18740-B FILED 1425

APR 28 1994 - 10 50 AM

Mr. Sidney Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, DC 20434

INTERSTATE COMMERCE COMMISSION

Re: Lease of Railroad Equipment (CNW 1994-A) dated as of
March 1, 1994 between Chicago and North Western
Transportation Company, Lessee, and Shawmut Bank
Connecticut, National Association, Lessor, Recorded
March 24, 1994, and assigned ICC Recordation No. 18740

and

Trust Indenture and Security Agreement dated as of
March 1, 1994 between Shawmut Bank Connecticut,
National Association, as Owner Trustee, and Harris
Trust and Savings Bank, as Indenture Trustee, Recorded
March 24, 1994 and assigned ICC Recordation No. 18740-A

Dear Mr. Strickland:

Pursuant to Section 11303 of Interstate Commerce Act, enclosed
for recordation are four (4) counterparts of Lease Supplement
No. 1 (1994-A) dated as of May 2, 1994 between Chicago and North
Western Transportation Company, Lessee and Shawmut Bank
Connecticut, National Association, as Lessor, covering 20 Rapid
Discharge Aluminum Coal Hopper Cars as described on Schedule 1 to
the Lease Agreement.

Also enclosed for recordation in connection with the above Lease
Agreement are four (4) counterparts of the Indenture Supplement
No. 1 (1994-A) dated as of May 2, 1994 between Shawmut Bank
Connecticut, National Association, as Owner Trustee and Harris
Trust and Savings Bank, as Indenture Trustee.

L:\GROUPS\SECURE\GENERAL\EQUIPT\0077(1)

LEASE SUPPLEMENT (CNW 1994-A) NO. 1

Dated as of May 2, 1994

between

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,
Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
Lessee

RECORDATION NO. 18746 FILED 1425

APR 28 1994 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE EQUIPMENT COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (CNW 1994-A), DATED AS OF MARCH 1, 1994, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 27 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, ONLY THAT COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 33 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

[Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on _____, 1994, at __:___.M. Recordation Number _____, and deposited in the office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada on _____, 1994, at __:___.M.]

LEASE SUPPLEMENT (CNW 1994-A) NO. 1

LEASE SUPPLEMENT (CNW 1994-A) No. 1 dated as of May 2, 1994 (this "Lease Supplement") between SHAWMUT BANK CONNECTICUT, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor") under the Trust Agreement, and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation ("Lessee");

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into that certain Lease of Railroad Equipment (CNW 1994-A) dated as of March 1, 1994 (the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease;

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement substantially in the form hereof for the purpose of confirming the purchase by the Lessor and lease by Lessor to the Lessee of the Units thereunder as and when purchased by Lessor in accordance with and subject to the terms of the Lease;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto at the time and on the dates set forth in the applicable Certificate of Acceptance and such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Lessor hereby confirms delivery and lease to Lessee, and Lessee hereby confirms acceptance and lease from Lessor, under the Lease as hereby supplemented, the Units listed on Schedule 1 hereto.

3. Lessee hereby represents and warrants that no Event of Loss has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. The Funding Date of the Units described above is the date of this Lease Supplement set forth in the opening paragraph hereof.

5. The aggregate Equipment Cost of the Units leased hereunder is \$29,604,100.00 and the amounts comprising such Equipment Cost are set forth on Schedule 1 hereto. The Rental Factors, Stipulated Loss Values, Termination Values and EBO Amount applicable in respect of the Units are set forth, respectively, on Schedules 3, 4, 5 and 6 to the Participation Agreement.

6. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

7. The execution and delivery of this Lease Supplement will in no way relieve or decrease the responsibility of any manufacturer for the warranties it has made with respect to any Unit.

8. Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Lease Supplement may refer to the "Lease of Railroad Equipment, dated as of March 1, 1994", the "Lease Agreement, dated as of March 1, 1994" or the "Lease, dated as of March 1, 1994," or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

9. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease shall be and remain in full force and effect.

10. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

11. This Lease Supplement is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

**SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION,**
not in its individual capacity, but
solely as Owner Trustee

By: 

Name: MARK A. FORGETTA
Title: VICE PRESIDENT

LESSEE:

**CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY**

By: 

Name: J. E. VOLDSETH
Title: VICE-PRESIDENT FINANCE

Receipt of the original
counterpart of the foregoing
Lease Supplement No. 1
is hereby acknowledged this
24 day of APRIL, 1994.

HARRIS TRUST AND SAVINGS BANK,
as Indenture Trustee

By: 

Name: J. BARTOLINI
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 25th day of April, 1994, before me personally appeared Mark A. Forgetta, to me personally known, who, by me being duly sworn, says that he is a Vice President of Shawmut Bank Connecticut, National Association, and that the foregoing instrument was signed on behalf of said bank by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Karen R. Felt

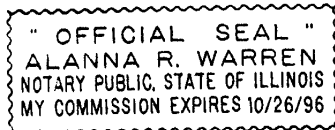
Notary Public

My commission expires

KAREN R. FELT
NOTARY PUBLIC
My Commission Expires 02/28/99

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 26th day of April, 1994, before me personally appeared John E. Voldseth, to me personally known, who, by me being duly sworn, says that he is Vice President - Finance of Chicago and North Western Transportation Company, and that the foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Alanna R. Warren

Notary Public

My commission expires 10/26/96.

May 2, 1994

SCHEDULE 1
UNITS OF EQUIPMENT

<u>CNW LOCOMOTIVE NUMBER</u>	<u>ACCEPTANCE DATE</u>
8666	04-17-94
8667	04-16-94
8668	04-17-94
8669	04-17-94
8670	04-18-94
8671	04-20-94
8672	04-20-94
8673	04-20-94
8674	04-21-94
8675	04-20-94
8676	04-21-94
8677	04-20-94
8678	04-22-94
8679	04-21-94
8680	04-23-94
8681	04-23-94
8682	04-23-94
8683	04-24-94
8684	04-25-94
8685	04-24-94

TOTAL UNITS OF EQUIPMENT: 20

L:\CONTRACT\C17876.022

Mr. Sidney Strickland, Jr.
April 27, 1994
Page 2

The names and addresses of the parties to the above agreements are as follows:

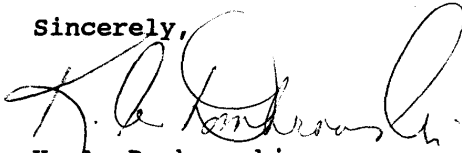
Chicago and North Western Transportation Company
165 North Canal Street
Chicago, IL 60606

Shawmut Bank Connecticut, National Association
777 Main Street
Hartford, CT 06115

Harris Trust and Savings Bank
311 West Monroe
Chicago, IL 60606

Enclosed is a check to cover the recording fees. Please assign a sub-file recordation number to Lease Supplement No. 1 and to Indenture Supplement No. 1, retain one counterpart for your files, and return to me the remaining counterparts with the stamped recordation data.

Sincerely,



K. A. Dombrowski
Assistant Secretary

Enclosures